

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and confirmation of grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reynolds Consumer Products, Inc.		02/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, Sydney Branch		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	1016031	PRESTO	
Registration Number:	1076401	STRETCH-GARD	
Registration Number:	1137893	SOD-SAVER	
Registration Number:	1138774	RAIN-RUN	
Registration Number:	1218436	COMPATIBAG	
Registration Number:	1351682	GEOWEB	
Registration Number:	1365530	POWERGARD	
Registration Number:	1383796	INDUKTOR	
Registration Number:	1433831	QUICK DRAW	
Registration Number:	1447472	FIESTA	
Registration Number:	1497663	E-Z TIE	
Registration Number:	1540519	FRESH-TRAK	
Registration Number:	1544446	C/NC GARD	
Registration Number:	1550134	SMART SHOPPER	

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Registration Number:	1550135	SMART SHOPPER
Registration Number:	1550203	COMPATIBAG
Registration Number:	1551567	PRESTO
Registration Number:	1551589	PRESTO
Registration Number:	1554703	RAIN-RUN
Registration Number:	1559818	FRESH-TRAK
Registration Number:	1562178	PRESTO
Registration Number:	1562983	PRESTO
Registration Number:	1563323	PRESTO
Registration Number:	1563351	FRESH-TRAK RECLOSABLE ZIPPER
Registration Number:	1563352	
Registration Number:	1565951	PRESTO
Registration Number:	1567150	LITE-GARD
Registration Number:	1569637	PRESTO
Registration Number:	1570559	PRESTO
Registration Number:	1574978	PRESTO
Registration Number:	1574979	PRESTO
Registration Number:	1610936	THE PERFECT ALL-AROUND WRAP
Registration Number:	1664133	POINTGARD
Registration Number:	1807470	PRESTO
Registration Number:	1902169	FRESH-LOCK
Registration Number:	2074521	PUSH 'N LOCK
Registration Number:	2139741	ATRA
Registration Number:	2248215	LEADERS IN ADVANCED GEOTECHNOLOGY
Registration Number:	2257410	CHEF'S PRIDE
Registration Number:	2329789	BILT-TUF
Registration Number:	2330163	SPECMAKER
Registration Number:	2432059	SURE SEAL
Registration Number:	2456135	BILT-TUF
Registration Number:	2613557	PUREMELT
Registration Number:	2643729	SOFT SEAL
Registration Number:	2657566	SURE SEAL
Registration Number:	2665611	AGRIWEB
Registration Number:	2774697	GEORUNNER
Registration Number:	2830815	PARTNERING IDEAS INTO SOLUTIONS

Registration Number:	2981978	STRETCH 'N HOLD
Registration Number:	1729279	XTRA VALUE
Registration Number:	1335543	GEOBLOCK
Serial Number:	78590587	FUN SHAPES
Serial Number:	78698785	BILT-TUF
Serial Number:	78984533	
Serial Number:	78948533	FRESH-LOCK
Serial Number:	77202944	GEOBLOCK
Serial Number:	77202954	GEOWEB
Serial Number:	77202959	GEOSYSTEMS
Serial Number:	78787758	SUPERFLEX
Serial Number:	78788215	TERRAMAX
Serial Number:	78811982	KEEP-SAFE
Serial Number:	78854489	CHEF'S DELIGHT
Serial Number:	78669162	EXPRESSIONS
Serial Number:	77083635	COLOR REVEAL
Serial Number:	77083643	COLOR SHOW-THROUGH
Serial Number:	77083648	COLOR SEAL
Serial Number:	77142779	CREATING SUSTAINABLE ENVIRONMENTS
Serial Number:	77200592	PADLOC
Serial Number:	77201077	PAYRS
Serial Number:	77203105	TWIST&STORE
Serial Number:	77239371	GEOTERRACE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle
 Address Line 2: Attn: Penelope J.A. Agodoa
 Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33136
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/

TRADEMARK

REEL: 003756 FRAME: 0859

Date:

04/10/2008

Total Attachments: 9

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Reynolds Consumer Products, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 29, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Notice and Confirmation of Grant of Security Interest in Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse, Sydney Branch

Internal _____

Address: _____

Street Address: One Madison Avenue

City: New York

State: New York

Country: _____ Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agordo

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 72

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1815.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature _____

Date _____

Name of Person Signing _____

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), effective as of February 29, 2008, made by Reynolds Consumer Products Inc., a Delaware corporation having a principal place of business at 6603 West Broad Street, Richmond, Virginia, 23230 (the "Grantor"), in favor of Credit Suisse, Sydney Branch, having a principal place of business at Level 41, 101 Collins Street, Melbourne, Victoria 3000, Australia, as facility agent and security trustee (the "Security Trustee") for itself and certain banks and financial institutions (the "Lenders"), each of which is party to the Facilities Agreement (as defined below).

WHEREAS, pursuant to the Senior Secured Facilities Agreement, dated as of February 21, 2008, among Reynolds Packaging Group (NZ) Limited, Closure Systems International Inc., Reynolds Consumer Products Holdings Inc., Closure Systems International B.V., Reynolds Treasury (NZ) Limited, the Joint Lead Arrangers and Underwriters, the Security Trustee and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"), the Lenders have agreed to make certain Facilities available to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, the Grantor has executed and delivered a U.S. Collateral Agreement, dated as of February 29, 2008, in favor of the Security Trustee (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Security Trustee, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Notice.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Facilities available to the Borrowers pursuant to the Facilities Agreement, the Grantor agrees, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Notice, including its preamble and recitals, have the meanings provided in the Facilities Agreement or the Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Collateral Agreement it has granted to the Security Trustee, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in or to any and all of its Trademarks, including, without limitation, the Trademarks listed on Schedule I hereto, as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Notice has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Notice is expressly subject to the terms and conditions of the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Notice may be executed and delivered (including by facsimile transmission or otherwise electronically) in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be duly executed and delivered by their respective officers thereunto duly authorized.

REYNOLDS CONSUMER PRODUCTS INC.

By: 

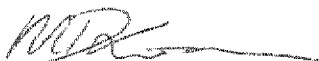
Name: Helen Golding

Title: Assistant Secretary

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EXECUTED on behalf of **CREDIT
SUISSE** Sydney Branch as Security
Trustee by its duly appointed
attorney:


and witnessed by:



Signature of witness

Michael Douglas Low
~~Solicitor~~
Occupation Wellington

City/town of residence



Signature of attorney
Guy Letbridge

Name of attorney

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Guy Lethbridge of Wellington, solicitor, certify that:

- (a) by deed dated 14 February 2008, Credit Suisse, Sydney Branch ("**Appointor**"), having its registered office at Sydney, appointed me the Appointor's attorney on the terms, and subject to the conditions, set out in that deed; and
- (b) at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the dissolution of the Appointor or otherwise.

DATED: 27 March 2008

SIGNED:

A handwritten signature in dark ink, appearing to read 'G. M. Lethbridge', written over a horizontal line.

Guy Lethbridge

SCHEDULE 1

Trademark Registrations

See attached

Trademark Applications

See attached

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Schedule I (Registered Trademarks - Reynolds Consumer Products Inc.)

Trademark	Registration Number
PRESTO	1,016,031
STRETCH-GARD	1,076,401
SOD-SAVER (Stylized)	1,137,893
RAIN-RUN (Stylized)	1,138,774
COMPATIBAG (Stylized)	1,218,436
GEOWEB	1,351,682
POWERGARD	1,365,530
COPYRIGHT for Slate Design	1383796
QUICK DRAW	1,433,831
FIESTA	1,447,472
E-Z TIE	1,497,663
FRESH-TRAK	1,540,519
C/NC GARD	1,544,446
SMART SHOPPER	1,550,134
SMART SHOPPER	1,550,135
COMPATIBAG	1,550,203
PRESTO	1,551,567
PRESTO	1,551,589
RAIN-RUN	1,554,703
FRESH-TRAK	1,559,818
PRESTO	1,562,178
PRESTO and Starburst Design	1,562,983
PRESTO and Starburst Design	1,563,323
FRESH-TRAK RECLOSABLE ZIPPER and Zipper Design	1,563,351
Fresh-Trak Zipper Design	1,563,352
PRESTO and Starburst Design	1,565,951
LITE-GARD	1,567,150
PRESTO and Starburst Design	1,569,637
PRESTO and Starburst Design	1,570,559
PRESTO	1,574,978
PRESTO and Starburst Design	1,574,979
THE PERFECT ALL-AROUND WRAP	1,610,936
POINTGARD	1,664,133
PRESTO	1,807,470
FRESH-LOCK	1,902,169
PUSH 'N LOCK	2,074,521
ATRA	2,139,741
LEADERS IN ADVANCED GEOTECHNOLOGY	2,248,215
CHEF'S PRIDE	2,257,410
BILT-TUF	2,329,789
SPECMAKER	2,330,163
SURE SEAL	2,432,059
BILT-TUF	2,456,135
PUREMELT	2,613,557
SOFT SEAL	2,643,729
SURE SEAL	2,657,566
AGRIWEB	2,665,611
GEORUNNER	2,774,697
PARTNERING IDEAS INTO SOLUTIONS	2,830,815
Stretch 'N Hold	2,981,978
XTRA VALUE	1,729,279
GEOBLOCK	1,335,543

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Schedule I (Trademark Applications - Reynolds Consumer Products Inc.)

Trademark	Application Number
FunShapes	78/590,587
BILT TUF	78/698,785
FRESH-LOCK	78/984,533
FRESH-LOCK	78/948,533
GEOBLOCK & DESIGN	77/202,944
GEOWEB & DESIGN	77/202,954
GEOSYSTEMS & DESIGN	77/202,959
SUPERFLEX	78/787,758
TERRAMAX	78/788,215
KEEP-SAFE	78/811,982
CHEF'S DELIGHT & DESIGN	78/854,489
Expressions	78/669,162
COLOR REVEAL	77/083,635
COLOR SHOW- THROUGH	77/083,643
COLOR SEAL	77/083,648
CREATING SUSTAINABLE ENVIRONMENTS	77/142,779
PADLOC	77/200,592
PAYRS	77/201,077
TWIST & STORE	77/203,105
GEOTERRACE	77/239,371

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